

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W34GM5-4243-CS02		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91248-04-Q-0100	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN J. DAY				b. TELEPHONE NUMBER (No Collect Calls) 270 798-7854	
9. ISSUED BY  DIRECTORATE OF CONTRACTING ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-1100  TEL: FAX:		CODE W91248		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611699 SIZE STANDARD: \$6 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO 101ST AIRBORNE DIVISION (AIR ASSAULT) KENT R. SHAW COMMAND SAFETY OFFICE BLDG 2170 13 1/2 ST & IN AVE FORT CAMPBELL KY 42223 TEL: 956-2621 FAX:		CODE W34GM5		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR   TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 22	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. STUDENTS PROVIDE THEIR OWN MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 04 - 30 SEP 05. PURCHASE REQUEST NUMBER: W34GM5-4243-CS02	400	Each		
					<hr/>
					ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. VENDOR PROVIDES MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 04 - 30 SEP 05. PURCHASE REQUEST NUMBER: W34GM5-4243-CS02	100	Each		
					<hr/>
					ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. STUDENTS PROVIDE THEIR OWN MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 05 - 30 SEP 06.	400	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. VENDOR PROVIDES MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 05 - 30 SEP 06.	100	Each		

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ESTIMATED  
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. STUDENTS PROVIDE THEIR OWN MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 06 - 30 SEP 07.	400	Each		
					<hr/>
					ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	BASIC RIDERS COURSE FFP BASIC RIDERS COURSE (MODIFIED CURRICULUM) IAW MOTORCYCLE SAFETY FOUNDATION (MSF) GUIDELINES. VENDOR PROVIDES MOTORCYCLES FOR INSTRUCTION. PERIOD OF PERFORMANCE 1 OCT 06 - 30 SEP 07.	100	Each		
					<hr/>
					ESTIMATED NET AMT

FOB: Destination

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2004 TO 30-SEP-2005	N/A	101ST AIRBORNE DIVISION (AIR ASSAULT) KENT R. SHAW COMMAND SAFETY OFFICE BLDG 2170 13 1/2 ST & IN AVE FORT CAMPBELL KY 42223 956-2621 FOB: Destination	W34GM5
0002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W34GM5
1001	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W34GM5
1002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W34GM5
2001	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W34GM5
2002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W34GM5

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2004

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) to 52.219-5.

☐ (iii) Alternate II to (JUNE 2003) 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).



\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

  X   (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

  X   (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **6 students** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **15 students** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **30 students** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>; <http://farsite.hill.af.mil/>

(End of clause)

## ADDENDUM

### ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS

The following contract terms and conditions, and/or changes are hereby incorporated and made a part of this contract:

1. Changes to FAR clause, Contract Terms and Conditions – Commercial Items:

- a. Paragraph (g): add “SUBMISSION OF INVOICES: When DFAS-Rome is the designated agency paying office, submit invoices in electronic form through the Wide Area Workflow Receipt and Acceptance (WAWF-RA), <https://rmb.ogden.disa.mil> or Web Invoicing System (WinS) <https://ecweb.dfas.mil>. Rome’s POC is Diane Morczek, (315) 330-6800, DSN 220-6800, e-mail [diane.morczek@dfas.mil](mailto:diane.morczek@dfas.mil)
- b. Paragraph (g): add “Contractor shall submit an invoice not later than the tenth of each month for the previous month’s service. Payment shall be made for actual usage only.

2. Reference 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.):

“THE WAGE DETERMINATION NUMBER 94-2187, REV 23, DATED 08/19/2004 AND ATTACHED HERETO IS APPLICABLE TO SERVICES PERFORMED HEREUNDER (CONTRACT LINE ITEM NUMBER 0002). IF A REVISED DETERMINATION IS RECEIVED FROM DEPARTMENT OF LABOR WHICH REQUIRES PAYMENT OF A HIGHER RATE, PRICES MAY BE ADJUSTED ACCORDINGLY.”

3. The following fill-in data is provided for FAR clause 52.222-42, Statement of Equivalent Rates for Federal Hires:

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringes</u>
Instructor, GS-09	\$19.02	\$2.57

4. NOTE 1: A completed copy of FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS will be required upon notification that the contractor has been awarded the purchase order.
5. ESTIMATED QUANTITIES: For those items which have estimated quantities (EST) payment will be made only for those quantities directed by the Contracting Officer, performed by the Contractor, and accepted by the Government. In any event, the Contractor shall not exceed any amounts unless directed by the Contracting Officer.
6. ORAL ORDERS: Oral Orders will be placed by authorized personnel of the Command Safety Office, Kent R. Shaw (270) 956-2621 or Denise Valdez (270) 798-6769.

DIRECTORATE OF CONTRACTING WEB ADDRESS:

[www.campbell-doc.army.mil](http://www.campbell-doc.army.mil)

Directorate of Contracting POC: Kevin Day, (270) 798-7854

Point of Contact for receiving reports

**252.232-7003 Electronic Submission of Payment Requests (JAN 2004)**

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

NOTE: To obtain the status of a payment, whether the receiver or invoice is in CAPS-W and if the payment is set for payment, vendors, budget personnel, and receiving activities may check VPIS by going to non-Mocas system, then query by contract number at the following web site.

<http://www.dfas.mil/money/vendor/>

STATEMENT OF WORK

**Motorcycle Basic Riders Course Requirements**

1. Following are Motorcycle Basic Riders Course Requirements:

a. Contractor to Instruct Motorcycle Basic Riders Course (Modified Curriculum) IAW Motorcycle Safety Foundation (MSF) guidelines. Course description may be obtained from [msf.com](http://msf.com), or by contacting Director, Training Systems, Mr. Ray Ochs, tel. 949-727-3227 ext. 3147, e-mail [rochs@msf-usa.org](mailto:rochs@msf-usa.org).

b. Training will be conducted for 500 soldiers each year. 400 spaces are allocated for soldiers who have their own motorcycle; and 100 spaces are allocated for soldiers who do not have their own motorcycle with vendor to provide motorcycles for training and safety equipment. Instructor will conduct classes so as not to mix the two groups of soldiers in the same class.

c. Exercises one, two, and three will be omitted from training if students have their own motorcycle. Class will be a minimum of 16 hours.

d. Senior individual must be a MSF Certified Rider Coach Trainer.

e. Any and all Rider Coaches conducting training shall be certified by MSF.

f. Contractor must be able to train up to fifteen (15) students at a time.

g. Contractor will provide course materials.

h. Contractor will be responsible for maintaining training range markings and boundaries located on Ft. Campbell, KY.

i. Normally, students will provide their own motorcycle and safety equipment. In designated classes, instructor will provide motorcycles and safety equipment.

j. Students providing their own motorcycle will be required to ride their motorcycle to the course to demonstrate basic riding skills.

k. Class room, TV, and VCR will be provided by the Command Safety Office.

l. Classes will consist of a minimum of six (6) students.

m. Classes will be held on "as requested" schedule, with at least one (1) week notice to the contractor.

n. Contractor is responsible for all course scheduling/administrative requirements.

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2187 REV (23) AREA: IN, EVANSVILLE

WAGE DETERMINATION NO: 94-2187 REV (23) AREA: IN, EVANSVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W. Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2187

Revision No.: 23

Date Of Last Revision: 08/19/2004

States: Indiana, Kentucky, Tennessee

Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick

Kentucky Counties of Butler, Caldwell, Christian, Crittenden, Daviess, Hancock,  
Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg,  
Union, Warren, Webster

Tennessee Counties of Montgomery, Stewart

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.33
01012 - Accounting Clerk II	10.48
01013 - Accounting Clerk III	11.69
01014 - Accounting Clerk IV	13.08
01030 - Court Reporter	12.34
01050 - Dispatcher, Motor Vehicle	13.71
01060 - Document Preparation Clerk	11.00
01070 - Messenger (Courier)	8.38
01090 - Duplicating Machine Operator	11.00
01110 - Film/Tape Librarian	9.94
01115 - General Clerk I	8.69
01116 - General Clerk II	9.56
01117 - General Clerk III	11.41
01118 - General Clerk IV	11.80
01120 - Housing Referral Assistant	13.05
01131 - Key Entry Operator I	9.92
01132 - Key Entry Operator II	12.02
01191 - Order Clerk I	8.64
01192 - Order Clerk II	11.28
01261 - Personnel Assistant (Employment) I	10.02
01262 - Personnel Assistant (Employment) II	11.04
01263 - Personnel Assistant (Employment) III	13.58
01264 - Personnel Assistant (Employment) IV	14.47
01270 - Production Control Clerk	16.22
01290 - Rental Clerk	9.37
01300 - Scheduler, Maintenance	10.44
01311 - Secretary I	10.44
01312 - Secretary II	11.70
01313 - Secretary III	13.05
01314 - Secretary IV	14.33
01315 - Secretary V	15.72
01320 - Service Order Dispatcher	12.58
01341 - Stenographer I	11.13
01342 - Stenographer II	11.85
01400 - Supply Technician	14.33
01420 - Survey Worker (Interviewer)	9.76
01460 - Switchboard Operator-Receptionist	9.28
01510 - Test Examiner	11.70
01520 - Test Proctor	11.70
01531 - Travel Clerk I	10.31
01532 - Travel Clerk II	10.94

01533 - Travel Clerk III	11.54
01611 - Word Processor I	10.06
01612 - Word Processor II	11.27
01613 - Word Processor III	12.63
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.47
03041 - Computer Operator I	11.47
03042 - Computer Operator II	13.43
03043 - Computer Operator III	16.40
03044 - Computer Operator IV	18.19
03045 - Computer Operator V	20.20
03071 - Computer Programmer I (1)	15.90
03072 - Computer Programmer II (1)	19.74
03073 - Computer Programmer III (1)	24.48
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.01
03102 - Computer Systems Analyst II (1)	27.10
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.47
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.34
05010 - Automotive Glass Installer	14.85
05040 - Automotive Worker	14.85
05070 - Electrician, Automotive	15.61
05100 - Mobile Equipment Servicer	13.31
05130 - Motor Equipment Metal Mechanic	16.34
05160 - Motor Equipment Metal Worker	14.85
05190 - Motor Vehicle Mechanic	16.34
05220 - Motor Vehicle Mechanic Helper	12.53
05250 - Motor Vehicle Upholstery Worker	14.09
05280 - Motor Vehicle Wrecker	14.85
05310 - Painter, Automotive	15.61
05340 - Radiator Repair Specialist	14.85
05370 - Tire Repairer	12.86
05400 - Transmission Repair Specialist	16.34
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.12
07010 - Baker	12.15
07041 - Cook I	10.90
07042 - Cook II	12.15
07070 - Dishwasher	8.49
07130 - Meat Cutter	12.15
07250 - Waiter/Waitress	8.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.61
09040 - Furniture Handler	11.12
09070 - Furniture Refinisher	15.61
09100 - Furniture Refinisher Helper	12.56
09110 - Furniture Repairer, Minor	14.09
09130 - Upholsterer	15.61
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.44
11060 - Elevator Operator	8.44
11090 - Gardener	11.31
11121 - House Keeping Aid I	7.64
11122 - House Keeping Aid II	8.53
11150 - Janitor	8.77
11210 - Laborer, Grounds Maintenance	9.31
11240 - Maid or Houseman	7.64
11270 - Pest Controller	13.06
11300 - Refuse Collector	12.25
11330 - Tractor Operator	10.63
11360 - Window Cleaner	9.69
12000 - Health Occupations	
12020 - Dental Assistant	11.14
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02



12071 - Licensed Practical Nurse I	11.31
12072 - Licensed Practical Nurse II	12.69
12073 - Licensed Practical Nurse III	14.20
12100 - Medical Assistant	10.19
12130 - Medical Laboratory Technician	14.01
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.63
12222 - Nursing Assistant II	9.70
12223 - Nursing Assistant III	10.58
12224 - Nursing Assistant IV	11.88
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.10
12311 - Registered Nurse I	17.07
12312 - Registered Nurse II	20.91
12313 - Registered Nurse II, Specialist	20.91
12314 - Registered Nurse III	25.30
12315 - Registered Nurse III, Anesthetist	25.30
12316 - Registered Nurse IV	30.30
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.72
13011 - Exhibits Specialist I	14.30
13012 - Exhibits Specialist II	17.72
13013 - Exhibits Specialist III	21.67
13041 - Illustrator I	14.30
13042 - Illustrator II	17.72
13043 - Illustrator III	21.67
13047 - Librarian	19.63
13050 - Library Technician	10.85
13071 - Photographer I	12.29
13072 - Photographer II	13.75
13073 - Photographer III	17.02
13074 - Photographer IV	19.16
13075 - Photographer V	20.79
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.53
15030 - Counter Attendant	7.53
15040 - Dry Cleaner	9.42
15070 - Finisher, Flatwork, Machine	7.53
15090 - Presser, Hand	7.53
15100 - Presser, Machine, Drycleaning	7.82
15130 - Presser, Machine, Shirts	7.53
15160 - Presser, Machine, Wearing Apparel, Laundry	7.53
15190 - Sewing Machine Operator	10.00
15220 - Tailor	10.53
15250 - Washer, Machine	8.27
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.61
19040 - Tool and Die Maker	18.63
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.77
21020 - Material Coordinator	18.55
21030 - Material Expediter	18.55
21040 - Material Handling Laborer	12.75
21050 - Order Filler	9.83
21071 - Forklift Operator	13.04
21080 - Production Line Worker (Food Processing)	13.04
21100 - Shipping/Receiving Clerk	11.43
21130 - Shipping Packer	12.02
21140 - Store Worker I	10.33
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.78
21210 - Tools and Parts Attendant	13.46
21400 - Warehouse Specialist	13.31
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.59
23040 - Aircraft Mechanic Helper	13.82

23050 - Aircraft Quality Control Inspector	19.44
23060 - Aircraft Servicer	15.65
23070 - Aircraft Worker	16.67
23100 - Appliance Mechanic	15.61
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	20.45
23130 - Carpenter, Maintenance	15.61
23140 - Carpet Layer	15.33
23160 - Electrician, Maintenance	19.65
23181 - Electronics Technician, Maintenance I	16.78
23182 - Electronics Technician, Maintenance II	19.57
23183 - Electronics Technician, Maintenance III	25.43
23260 - Fabric Worker	15.48
23290 - Fire Alarm System Mechanic	18.23
23310 - Fire Extinguisher Repairer	14.55
23340 - Fuel Distribution System Mechanic	20.41
23370 - General Maintenance Worker	14.85
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.34
23430 - Heavy Equipment Mechanic	16.34
23440 - Heavy Equipment Operator	16.67
23460 - Instrument Mechanic	18.80
23470 - Laborer	9.43
23500 - Locksmith	16.77
23530 - Machinery Maintenance Mechanic	18.57
23550 - Machinist, Maintenance	16.18
23580 - Maintenance Trades Helper	12.56
23640 - Millwright	22.41
23700 - Office Appliance Repairer	17.33
23740 - Painter, Aircraft	15.73
23760 - Painter, Maintenance	15.61
23790 - Pipefitter, Maintenance	18.31
23800 - Plumber, Maintenance	17.49
23820 - Pneudraulic Systems Mechanic	18.59
23850 - Rigger	18.59
23870 - Scale Mechanic	16.41
23890 - Sheet-Metal Worker, Maintenance	18.27
23910 - Small Engine Mechanic	14.85
23930 - Telecommunication Mechanic I	18.30
23931 - Telecommunication Mechanic II	22.03
23950 - Telephone Lineman	18.30
23960 - Welder, Combination, Maintenance	16.34
23965 - Well Driller	17.97
23970 - Woodcraft Worker	18.59
23980 - Woodworker	13.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	11.30
24600 - Chore Aid	8.04
24630 - Homemaker	11.92
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.97
25040 - Sewage Plant Operator	17.17
25070 - Stationary Engineer	18.79
25190 - Ventilation Equipment Tender	13.18
25210 - Water Treatment Plant Operator	15.86
27000 - Protective Service Occupations	
(not set) - Police Officer	15.25
27004 - Alarm Monitor	12.09
27006 - Corrections Officer	12.67
27010 - Court Security Officer	13.52
27040 - Detention Officer	12.93
27070 - Firefighter	14.33
27101 - Guard I	9.14
27102 - Guard II	12.52
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.41

28020 - Hatch Tender	16.41
28030 - Line Handler	16.41
28040 - Stevedore I	15.37
28050 - Stevedore II	16.72
29000 - Technical Occupations	
21150 - Graphic Artist	19.39
29010 - Air Traffic Control Specialist, Center (2)	29.55
29011 - Air Traffic Control Specialist, Station (2)	20.53
29012 - Air Traffic Control Specialist, Terminal (2)	22.56
29023 - Archeological Technician I	12.89
29024 - Archeological Technician II	14.41
29025 - Archeological Technician III	17.85
29030 - Cartographic Technician	19.43
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.01
29040 - Civil Engineering Technician	19.43
29061 - Drafter I	12.49
29062 - Drafter II	14.01
29063 - Drafter III	15.69
29064 - Drafter IV	19.43
29081 - Engineering Technician I	13.64
29082 - Engineering Technician II	15.28
29083 - Engineering Technician III	17.09
29084 - Engineering Technician IV	21.19
29085 - Engineering Technician V	25.91
29086 - Engineering Technician VI	27.94
29090 - Environmental Technician	19.43
29100 - Flight Simulator/Instructor (Pilot)	27.10
29160 - Instructor	19.53
29210 - Laboratory Technician	17.71
29240 - Mathematical Technician	19.43
29361 - Paralegal/Legal Assistant I	13.21
29362 - Paralegal/Legal Assistant II	15.62
29363 - Paralegal/Legal Assistant III	19.11
29364 - Paralegal/Legal Assistant IV	23.10
29390 - Photooptics Technician	19.43
29480 - Technical Writer	22.40
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	15.89
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.29
29622 - Weather Observer, Upper Air (3)	14.29
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.50
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	12.02
31300 - Taxi Driver	10.28
31361 - Truckdriver, Light Truck	10.93
31362 - Truckdriver, Medium Truck	11.50
31363 - Truckdriver, Heavy Truck	14.98
31364 - Truckdriver, Tractor-Trailer	14.98
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.65
99030 - Cashier	7.13
99041 - Carnival Equipment Operator	10.97
99042 - Carnival Equipment Repairer	11.66
99043 - Carnival Worker	8.12
99050 - Desk Clerk	8.22
99095 - Embalmer	17.93
99300 - Lifeguard	10.19
99310 - Mortician	16.74
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.57
99500 - Recreation Specialist	11.40

99510 - Recycling Worker	15.47
99610 - Sales Clerk	9.77
99620 - School Crossing Guard (Crosswalk Attendant)	10.80
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	16.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.43
99660 - Surveying Aide	10.08
99690 - Swimming Pool Operator	12.82
99720 - Vending Machine Attendant	10.81
99730 - Vending Machine Repairer	12.82
99740 - Vending Machine Repairer Helper	10.81

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.